

**STATE OF LOUISIANA  
LOUISIANA ECONOMIC DEVELOPMENT**

**RFP No. 251008-252-11079**

Proposal Due Date and Time: March 30, 2011 at 4:00 PM CDT

**REQUEST FOR PROPOSALS  
FOR  
*DEVELOPMENT OF CREATIVE MARKETING TOOLS FOR  
DIGITAL AND TRADITIONAL MEDIA***

**February 25, 2011**

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## Request for Proposals

**RFP No. 251008-252-11079**

### **Contracting State Agency:**

Louisiana Economic Development (LED)  
Office of Entertainment Industry Development (OEID)

### **State Agency Contact (RFP Coordinator):**

Sherri McConnell, Executive Director

#### **ATTN: RFP Coordinator**

Louisiana Economic Development  
Office of Entertainment Industry Development

Mailing Address: P.O. Box 94185  
Baton Rouge, Louisiana 70804-9185  
Street Address: Capitol Annex  
1051 North 3rd St.  
Baton Rouge, Louisiana 70802

Telephone: (225) 342-5403

Fax: (225) 342-5554

Email: [ginger.clements@la.gov](mailto:ginger.clements@la.gov)

### **Deadline for Receiving Proposals:**

Completed proposals must be in the possession of LED not later than 4:00 PM CDT, March 30, 2011. **Proposals must be addressed to the attention of the RFP Coordinator.** See Section 4.1 for details.

## **1.0. GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by LOUISIANA ECONOMIC DEVELOPMENT (herein referred to as the State or LED) for the purpose of providing consulting services assistance on an as-needed, as-requested basis for:

1. Redevelopment, redesign, new development, enhancement, integration, and support for the Office of Entertainment Industry Development's (herein referred to as OEID or the Office) existing websites (<http://www.LouisianaEntertainment.gov>) including related websites, web applications, and databases;
2. New development, enhancement, integration, and support for a new mobile application for iPhone and Blackberry;

3. Production or assistance in the strategic development, creation, and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing materials that establish a consistent visual image of Louisiana Entertainment and effectively promote key messages to target audiences and assistance in development of and source identification of promotional items.

## **1.2 Background**

OEID is responsible for promoting Louisiana as a location for retaining, expanding, and launching domestic and international entertainment business operations.

OEID manages the Louisiana Entertainment brand and also builds awareness of the state's economic development opportunities and achievements in the entertainment industry through targeted visual and written communications. OEID's specific purpose for engaging in these communications and marketing activities is to generate legitimate inquiries from responsible sources and to create a favorable image of the state as a place to live, work, and do entertainment business.

OEID oversees incentive programs in four entertainment sectors – film, music, interactive media, and live performance.

## **1.3 Scope of Services**

**Appendices A, B, and C** detail the scope of services and deliverables or desired results that the State requires of the Contractor.

The successful Proposer will provide consulting services assistance on an as-needed, as-requested basis for:

1. Redevelopment, redesign, new development, enhancement, integration, and support for the Office of Entertainment Industry Development's (herein referred to as OEID or the Office) existing websites (<http://www.LouisianaEntertainment.gov>) including related websites, web applications, and databases according to the guidelines set forth in **Appendix A**;
2. New development, enhancement, integration, and support for a new mobile application for iPhone and Blackberry according to the guidelines set forth in **Appendix B**;
3. Production or assistance in the strategic development, creation, and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing materials that establish a consistent visual image of Louisiana Entertainment and effectively promote key messages to target audiences and assistance in development of and source identification of promotional items according to the guidelines set forth in **Appendix C**.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Expected Time Period for Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about April 18, 2011 and must be completed by April 17, 2012, with the option in favor of the State to renew annually twice for up to a total of three years.

### **2.2 RFP Coordinator**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below. This RFP is available in electronic form at [www.opportunitylouisiana.com/RFP](http://www.opportunitylouisiana.com/RFP) in PDF format or in printed form by submitting a written request to the RFP Coordinator.

Sherri McConnell, Executive Director  
**ATTN: RFP Coordinator**  
Louisiana Economic Development  
Office of Entertainment Industry Development

Mailing Address: P.O. Box 94185  
Baton Rouge, Louisiana 70804-9185  
Street Address: Capitol Annex  
1051 North 3rd St.  
Baton Rouge, Louisiana 70802

Telephone: (225) 342-5403  
Fax: (225) 342-5554  
Email: [ginger.clements@la.gov](mailto:ginger.clements@la.gov)

### **2.3 Proposer Inquiries**

The State will consider written Proposer inquiries regarding the RFP or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, all inquiries and requests for clarification of the content of this RFP must be received in writing at the above address (or via fax at 225-342-5554 or e-mail, [ginger.clements@la.gov](mailto:ginger.clements@la.gov)) by 4:00 p.m. CST on the date specified in the Calendar of Events. **Proposers must clearly label inquiries and request for clarification with "OEID RFP" in the subject line of submissions sent via fax or email. Inquiries sent through postal mail must be directed to the attention of "RFP Coordinator" as shown above.** Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the Proposers

will be posted according to the date listed on the Calendar of Events at [www.opportunitylouisiana.com/RFP](http://www.opportunitylouisiana.com/RFP).

## **2.4 Calendar of Events**

<b>Event</b>	<b>Date</b>
Advertise RFP	February 25, 2011
List RFP on LAPAC	February 25, 2011
Mail public announcements	February 25, 2011
Deadline for receiving Proposer inquiries	March 14, 2011
Issue responses to Proposer inquiries	March 16, 2011
Proposal submission deadline	March 30, 2011
Finalists' presentations	April 14-15, 2011
Announce selection of "Successful Proposer"	April 15, 2011
Contract Execution	April 18, 2011

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

## **3.0 PROPOSAL INFORMATION**

### **3.1 Proposal Response Location**

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator at the Street Address designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions of proposals are not acceptable. Proposals mailed to the Post Office Box address are acceptable, provided they are received by the RFP Coordinator at LED's offices by the deadline date specified in the Calendar of Events.

It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

### **3.2 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The proposer must be staffed to perform at a minimum the following services:

- Strategic planning
- Creative development
- Website development and management
- Project management
- Production management
- Account services and management

Proposers must meet all of the above requirements to be considered. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract. See **Appendix D** for more information.

#### **3.2.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **3.3 RFP Addenda**

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.



### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **3.5 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal and Re-submission of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

### **3.7 Subcontracting Information**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, Proposers should acknowledge in their proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### **3.8 Ownership of Proposal**

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10 Cost of Preparing Proposals**

The State is not liable for any costs incurred by prospective Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer will become part of any contract initiated by the State.

The selected Proposer will be expected to enter into a contract which is substantially the same as the sample contract included in **Appendix H**. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

If the selected Proposer fails to sign the final contract within five business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Proposals must be received on or before 4:00 p.m. Central Daylight Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Sherri McConnell, Executive Director  
**ATTN: RFP Coordinator**  
Louisiana Economic Development  
Office of Entertainment Industry Development

Mailing Address: P.O. Box 94185  
Baton Rouge, LA 70804-9185

For courier delivery, the street address is Capitol Annex, 1051 North 3<sup>rd</sup> Street, Room 173, Baton Rouge, Louisiana 70802. The telephone number is (225) 342-5403.

**Proposals must be directed to the attention of the RFP Coordinator as shown above.** It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which, for any reason, are not received timely will not be considered.

#### **4.2 Proposal Format**

The State requests that eight copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

#### **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

#### **4.4 Technical and Cost Proposal**

Proposer should submit a proposal as specified in **Appendix D** which shall include sufficient information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

#### **4.5 Certification Statement**

The Proposer must sign and submit the Certification Statement shown in **Appendix G**.

## 5.0 EVALUATION AND SELECTION

### 5.1 Evaluation Team

The evaluation of proposals will be accomplished by an Evaluation Team, to be designated by the State, which will determine the proposal most advantageous to the state.

### 5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

### 5.3 Evaluation and Review

Proposals will be evaluated by the Evaluation Team using a two-phase method. A consensus scoring approach will be utilized. All proposals meeting mandatory requirements will be evaluated on the criteria below in Section 5.3.1 in Phase 1: The Initial Screening Process. Those Proposers deemed reasonably susceptible of receiving an award will move forward to Phase 2: The Final Selection Process. These Proposers will present to the Evaluation Team two previous (or current) marketing campaigns and two previous (or current) website development projects and discuss how the campaigns and projects were developed and what results were achieved. See Section 5.3.2 below.

#### 1. Phase 1: The Initial Screening Process

Proposals that meet mandatory requirements will be evaluated in the Initial Screening Process by the Evaluation Team on the following criteria:

- a) Creativity (based on samples submitted, see **Appendix D**)
- b) Approach: Approach will be evaluated according to information submitted following guidelines in Items 5, 10, and 11 in **Appendix D**.
- c) Cost of services: The cost of services score (refer to Item 18 in **Appendix D**) will be computed using the following formula:  
$$CS = [LPC/PC * 25]$$

Where: CS = Computed Cost Score for Proposer  
LPC = Lowest Total Price of all Proposers  
PC = Proposer's Cost
- d) Experience/Past Performance: Experience and past performance will be evaluated according to information submitted following guidelines in Items 6, 7, 8, and 9 in **Appendix D**.

In Phase 1, proposal evaluation will be weighted for each distinct scope of service as outlined in **Appendices A, B, and C**. Weights for each are as follows:

Tasks and services in Appendix A	56%
Tasks and services in Appendix B	4%
Tasks and services in Appendix C	40%

**TablesD** demonstrates the total points possible for Phase 1.

**Table A: Total Points Possible for Tasks and Services in Appendix A**

<i>Criteria</i>	<i>Total Points Possible</i>
Creativity	140
Approach	140
Experience/Past Performance	140
Cost of services	140
Total Points Possible	560

**Table B: Total Points Possible for Tasks and Services in Appendix B**

<i>Criteria</i>	<i>Total Points Possible</i>
Creativity	10
Approach	10
Experience/Past Performance	10
Cost of services	10
Total Points Possible	40

**Table C: Total Points Possible for Tasks and Services in Appendix C**

<i>Criteria</i>	<i>Total Points Possible</i>
Creativity	100
Approach	100
Experience/Past Performance	100
Cost of services	100
Total Points Possible	400

**Table D: Total Points Possible for Phase 1**

<i>Item</i>	<i>Total Points Possible</i>
Tasks and Services in Appendix A	560
Tasks and Services in Appendix B	40
Tasks and Services in Appendix C	400
Total Points Possible	1000

The total maximum points possible for Phase 1 are 1000 points.

**Ten percent of the total evaluation points from Phase 1 (ie. 100 points) above shall be added for Veteran-Owned and Service-Connected Disabled Veteran-Owned, and Hudson Initiative Small Entrepreneurship Program compliance by the Proposer in Phase 1 evaluation. Please see details below.**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (**LaVet**) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Small Entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become

certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Proposers are encouraged to use Veteran and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP will be added for Proposers who are themselves a certified Veteran or Hudson Initiative Small Entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives Small Entrepreneurship as subcontractors.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative Small Entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a current list of Hudson Initiative Small Entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative Small Entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the Proposer in writing no less than five (5) working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Proposers that plan to use certified small entrepreneurship should include in their proposal the names of their certified Veteran Initiative or Hudson Initiative Small Entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. If a certified Veteran Initiative or Hudson Initiative Small Entrepreneurship was not selected, the Proposer should provide written justification of the selection process.

Proposers that plan to use certified small entrepreneurship should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the Proposer's good faith efforts, the Proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurship subcontractor or distributor participation and the dollar amount of each. Proposer's should send such information with the Proposer's bid or proposal to the agency at the address shown in paragraph 4.1 on pages 10-11 of this RFP.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

Any Proposer whose company is certified as a Louisiana Small Entrepreneurship and/or a Louisiana Small and Emerging Business or a Veteran-Owned and Service-Connected Disabled Veteran-Owned will have 10 PERCENT added to their total computed score. For example, if a certified Proposer receives a total score of 90 on the seven criteria in Item 1 above, 10% or 9 points will be added to the total score giving that Proposer a final score of 99.

A Proposer's qualification under both programs does not mean that the Proposer could obtain points for both – a maximum of ten percent (10%) of the total evaluation points are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative Small Entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives Small Entrepreneurship as subcontractors.

## 2. Phase 2: The Final Selection Process

Those Proposers deemed reasonably susceptible of receiving an award will move forward to the final selection process. These Proposers will present to the Evaluation Team two previous (or current) marketing campaigns and two previous (or current) website development projects and discuss how the campaigns and projects were developed and what results were achieved.

Proposers will be judged by the Evaluation Team on six aspects of the campaigns and website projects they present as outlined in **Table E**:



**Table E: Total Points Possible in Phase 2**

<i>Criteria</i>	<i>Maximum Points</i>
Analysis of the client's or clients' marketing and website needs	75
Marketing solution(s) to those needs	75
Creative concepts of the campaigns and projects	75
Quality of marketing productions (print, web, and others deemed applicable by Evaluation Team)	75
Apparent effectiveness of the campaigns and projects	75
Cost consideration employed in campaigns and projects	150
Overall impression of the presentation	75
<i>Total Maximum Points Possible</i>	<i>600</i>

**Those Proposers advancing to Phase 2 and who qualify as Veteran-Owned and Service-Connected Disabled Veteran-Owned and/or Hudson Initiative Small Entrepreneurship Program shall receive 10 percent of the total evaluation points from Phase 2 in Phase 2 evaluation (ie. 60 points).**

The Proposers that qualify for the final round of the selection process will be notified of their selection at least two weeks in advance of the date they are to make their presentations to the Evaluation Team. See Section 2.4 for calendar. The presentations will be made in LED's Baton Rouge office. Each Proposer will have 15 minutes to set up equipment and one hour to make the presentation. Fifteen minutes will be allowed to remove equipment after the presentation.

Proposers can take up to 15 minutes of their allotted time to present any ideas about the LED account they feel should be taken into consideration by the Evaluation Team in determining their overall impression of the Proposer.

Announcement of the Selected Proposer will be made as quickly as possible after the presentations.

Scores from the Initial Screening Process will be added to the scores from the Final Selection Process to determine the Final Total Score for each Proposer. The Proposer receiving the highest score will be recommended for award.

#### **5.4 Announcement of Contractor**

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received for the original RFP #251008-252-11041, and this re-issued RFP #251008-252-11079 (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq) and scores of each proposal considered shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been announced for this re-issued RFP #251008-252-11079.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

### **6.0 CONTRACTOR REQUIREMENTS**

#### **6.1 Corporation Requirements**

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

#### **6.2 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's

possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of Louisiana Economic Development.

**APPENDIX A: SCOPE OF SERVICES**  
**Louisiana Entertainment Website**  
**FUNCTIONAL AND TECHNICAL REQUIREMENTS**

**1. Overview**

Louisiana Economic Development (LED) seeks consulting services assistance on an as needed, as requested basis for redevelopment, redesign, new development, enhancement, integration, and support for the Office of Entertainment Industry Development's (herein referred to as OEID or the Office) existing websites (<http://www.LouisianaEntertainment.gov>) including related websites, web applications, and databases. Specifically, the websites must be developed using PHP, full CSS (not tables), and other programming deemed necessary by the Proposer and approved by the RFP Coordinator. Redevelopment, redesign, new development, enhancement, integration, and support work should exceed industry standards in five areas of focus: presentation, experience, assistance, usage, and back-end functionality. Each area will be detailed below in Section 2: Tasks and Services.

**2. Tasks and Services**

The redevelopment, redesign, new development, enhancement, integration, and support should focus on five specific areas:

1. Presentation
  - a. Aesthetics – Featuring a visually aesthetic and dynamic layout, color scheme, graphical elements, and fonts while adhering to the visual identity and brand standards of OEID and LED.
  - b. Message – Clearly convey the Office's mission and the key points and messages of each sector.
  - c. Navigation – Facilitating easy navigation to various areas and elements of the sites. Following a logical and intuitive flow of information.
  - d. Organization – Presenting information on the sites in an organized and coherent manner.
  - e. Compatibility – Loading well on all browsers and smartphones without sacrificing quality or significantly diminishing another attributed listed above or below.
  - f. Reliability – Ensuring information displays correctly and navigational and other integral links work properly.
2. Experience
  - a. Image – Capturing the image of the Office, entertainment industry, and the industry's related markets.
  - b. Sensory Experience – Offering a multimedia experience.
  - c. Interactivity – Providing interaction opportunities on sites, with external sites, and with third-party applications.

- d. Quality of Information – Displaying in a meaningful way the most valuable and relevant information to users.
  - e. Maintenance – Allowing for regular sites updates and content additions by OEID staff. Also see Item 5 below.
- 3. Assistance
  - a. User service/assistance – Providing customer service capabilities on the websites.
  - b. Information Filtering – Featuring search capabilities.
  - c. Transferability of Information – Allowing easy export of information in relevant and compatible formats.
- 4. Usage
  - a. Overall – Generating aspects of the site relevant and applicable to Louisiana Entertainment as a whole.
  - b. Sector-specific – Tailoring information and features to each entertainment sector – film, music, interactive, live.
  - c. Market-specific – Ensuring that each target market’s\* needs are met.

\*Target markets are identified as follows, but are not limited to: (1) industry professionals interested in entertainment incentives, (2) entertainment crew and entertainment-related or affiliated crew and services, (3) economic or business developers, (4) Louisiana locals seeking involvement in the entertainment industry in a role other than that listed in Item 1, 2, 3, or 5, and (5) general public.
- 5. Back-end Functionality
  - a. Content Management System
    - i. Moderation – Ensuring site monitoring and moderation is easy to perform by OEID staff.
    - ii. Exportability – Providing the ability to export data easily in a relevant and useful format.
    - iii. Data entry, autoformatting – Ensuring content (text and other media) entry and formatting is easy and intuitive.
    - iv. Navigation – Ensuring easy and intuitive navigation of CMS.
    - v. Supported Formats – Ensuring the site supports multiple media formats for visual and audio components.
    - vi. Flexibility – Ensuring flexibility in manipulating the sites’ appearance, layout, content, and integration.
    - vii. Ease – Ensuring general and overall ease of use of the CMS.
    - viii. Convenience – Ensuring general and overall use of the CMS is convenient and not tedious.
    - ix. Database Capabilities – Providing for in-house database capabilities, including field or data alterations.

- x. Search and filter features – Featuring ability to sort information and data easily and effectively to generate ad hoc reports.
- b. Search Engine Optimization (SEO) – Ensuring the sites follow best practices for SEO and have the capability to be altered in ways aligned with SEO standards.
- c. Integration
  - i. Internal integration – Transferring and formatting all applicable and relevant content from current websites to fit the redeveloped websites. Integration should be organized, utilize archiving techniques, and ensure easy accessibility of content. (See **Appendix F.**)
  - ii. External integration - Providing for seamless integration of other sites including, but not limited to, social media sites, online application system, directories, and other relevant sites.
- d. Training
  - i. Providing in-person training to LED staff regarding performance of all functions of websites’ maintenance, content management, and basic layout modifications.
  - ii. Producing a written manual with directions for performing basic and popular (requiring regular updates) content management tasks.
- e. Support
  - i. The Contractor will provide 24-hour support for the websites and related systems seven days a week during the contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours.  
**Note: Contractor must ensure designated OEID staff can perform any and all changes to the website within reason.**
  - ii. The website is currently housed on dedicated servers owned and maintained by LED. The successful Contractor can develop and test on an external, secure test server.  
**Note: The final products must be deployed to the LED servers.**

### 3. Functional Requirements

The Contractor will provide redevelopment, redesign, enhancement, integration, and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

#### **4. Technical Requirements**

Redevelopment, redesign, new development, enhancement, and integration, should include, but not be limited to:

- a) Providing well-tested, production-ready, and working LouisianaEntertainment.gov websites, related websites, web applications, and databases (See **Appendix F** for current technical environment specifics);
- b) Providing all requirements documentation;
- c) Ensuring the systems' continued functionality is appropriate for changing technology.

The Contractor will maintain LED department and technical standards in all work performed for the State.

#### **5. Deliverables**

The Contractor shall produce and provide to LED the deliverables and services sought through this agreement as discussed above including but not limited to:

1. Design and layout of websites subject to OEID approval.
2. Reworking of existing elements of film website deemed appropriate to keep by OEID.
3. Reworking of existing elements of interactive, music, and live websites deemed appropriate to keep by OEID.
4. Creation of new elements of film website.
5. Creation of new elements of interactive website.
6. Creation of new elements of music website.
7. Creation of new elements of live website.
8. Access to Content Management System throughout entire enhancement and development phase.
9. Training of LED staff.
10. Support.

Support is to include, but is not limited to, all planning, proposing development, enhancement, and deployment strategies, compiling lists of errors, and correcting known bugs and errors.

Training is to include the transfer of skills and knowledge in both verbal (in-person) and written form to LED staff.

Deliverables-based invoices for payments, describing the services provided.

Invoices are to be based on negotiated hourly rates. Payment will be upon satisfactory completion of tasks/deliverables as determined by LED.

The Contractor understands that all materials, files, executables, coding, databases and designs as it pertains to the redevelopment, redesign, new development, enhancement, integration, and support of existing websites (<http://www.LouisianaEntertainment.gov>) including related websites, web applications, and databases is fully owned by LED and must be provided to LED upon request.



**APPENDIX B: SCOPE OF SERVICES**  
**Louisiana Entertainment Mobile Application**  
**FUNCTIONAL AND TECHNICAL REQUIREMENTS**

**1. Overview**

1. Louisiana Economic Development (LED) seeks the consulting services assistance on an as-needed, as-requested basis for new development, enhancement, integration, and support for a new mobile application for iPhone and Blackberry. The mobile application should meet industry standards in five areas of focus: presentation, experience, assistance, usage, and back-end functionality. Each area will be detailed below in Section 2: Tasks and Services.

**2. Tasks and Services**

The mobile application's new development, enhancement, integration, and support should focus on five specific areas.

1. Presentation
  - a. Aesthetics – Featuring a visually aesthetic and dynamic layout, color scheme, graphical elements, and fonts while adhering to the visual identity and brand standards of OEID and LED.
  - b. Message – Clearly convey the Office's mission and the key points and messages of each sector.
  - c. Navigation – Facilitating easy navigation to various areas and elements of the app. Following a logical and intuitive flow of information.
  - d. Organization – Presenting information in an organized and coherent manner.
  - e. Compatibility – Loading well on iPhone and Blackberry without sacrificing quality or significantly diminishing another attributed listed above or below.
  - f. Reliability – Ensuring information displays correctly and navigational and other integral links work properly.
2. Experience
  - a. Image – Capturing the image of the Office, entertainment industry, and the industry's related markets.
  - b. Sensory Experience – Offering a multimedia experience.
  - c. Interactivity – Providing interaction opportunities with app, with external sites, and with third-party applications.
  - d. Quality of Information – Displaying in a meaningful way the most valuable and relevant information to users.
  - e. Maintenance – Allowing for regular app updates and content additions.
3. Assistance
  - a. User service/assistance – Providing easy "Contact Us" features.

- b. Transferability of Information – Allowing easy export of information in relevant and compatible formats for specified mobile devices.
- 4. Usage
  - a. Overall – Generating aspects of the app which are relevant and applicable to Louisiana Entertainment as a whole.
  - b. Sector-specific – Tailoring information and features to each entertainment sector – film, music, interactive, live.
  - c. Market-specific – Ensuring that each target market’s needs are met. (OEID will identify markets.)
- 5. Back-end Functionality
  - a. Content Management System or other applicable back-end interface
    - i. Moderation – Ensuring app monitoring and moderation is easy to perform.
    - ii. Exportability – Providing the ability to export data easily in a relevant and useful format.
    - iii. Data entry, autoformatting – Ensuring content (text and other media) entry and formatting is easy and intuitive.
    - iv. Navigation – Ensuring easy and intuitive navigation of interface.
    - v. Supported Formats – Ensuring the app supports multiple media formats for visual and audio components.
    - vi. Flexibility – Ensuring flexibility in manipulating the app’s appearance, layout, content, integration.
    - vii. Ease – Ensuring general and overall ease of use of the interface.
    - viii. Convenience – Ensuring general and overall use of the interface is convenient and not tedious.
    - ix. Database Capabilities – Providing for in-house capture and manipulation of data.
    - x. Search and filter features – Featuring ability to sort information and data easily and effectively to generate ad hoc reports.
  - b. Integration - Providing for seamless integration of app and app data and information with redeveloped and redesigned websites (see **Appendix A**) and for seamless integration of other sites including, but not limited to, social media sites, online application system, directories, and other relevant sites with the app.
  - c. Training
    - i. Providing in-person training to LED staff regarding performance of all functions of app maintenance, content management, and basic layout modifications.

- ii. Producing a written manual with directions for performing basic and popular (requiring regular updates) content management tasks.
- d. Support – The Contractor will provide 24-hour support for the mobile application and related systems seven days a week during the contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours.

Note: Contractor must ensure designated OEID staff can perform any and all changes to the app within reason.

### **3. Functional Requirements**

The Contractor will provide development, enhancement, integration, and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

### **4. Technical Requirements**

New development, enhancement, and integration should include, but not be limited to:

- a) Providing well-tested, production-ready, and working mobile application (See **Appendix F** for current technical environment specifics);
- b) Providing all requirements documentation;
- c) Ensuring the system's continued functionality is appropriate for the changing technology.

The Contractor will maintain LED department and technical standards in all work performed for the State.

### **5. Deliverables**

The Contractor shall produce and provide to LED the services sought through this agreement as discussed above including but not limited to:

- (a) The services sought through this agreement, as discussed above;

The Contractor shall produce and provide to LED the deliverables and services sought through this agreement as discussed above including but not limited to:

- 1. Design and layout of mobile application subject to OEID approval.
- 2. Reworking of existing elements of websites if deemed applicable by Contractor and approved by OEID.
- 3. Creation of new elements of mobile application.
- 4. Access to Content Management System throughout entire enhancement and development phase.

5. Training of LED staff.
6. Support.

Support is to include, but is not limited to, all planning, proposing development, enhancement, and deployment strategies, compiling lists of errors, and correcting known bugs and errors.

Training is to include the transfer of skills and knowledge in both verbal (in-person) and written form to LED staff.

Deliverables-based invoices for payment, describing the services provided.

Invoices are to be based on negotiated hourly rates. Payment will be upon satisfactory completion of tasks/deliverables as determined by LED. The Contractor understands that all materials, files, executables, coding, databases, and designs as it pertains to the new development, enhancement, integration, and support of the Louisiana Entertainment mobile application is fully owned by LED and must be provided to LED upon request.

**APPENDIX C: SCOPE OF SERVICES**  
**Marketing Tools and Services**  
**FUNCTIONAL AND TECHNICAL REQUIREMENTS**

**1. Overview**

Louisiana Economic Development (LED) seeks production or assistance in the strategic development, creation, and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing materials that establish a consistent visual image of OEID and LED and effectively promote key messages to target audiences as well as assistance in the development of and source identification of promotional items on an as-needed, as-requested basis.

**2. Tasks and Services**

The marketing materials and services will include, but are not limited to, the following:

1. Analyze the marketing needs of OEID.
2. Prepare an image and advertising plan.
3. Develop concepts, themes, layouts, messaging, and copy for print, web, and broadcast ads.
4. Prepare finished copy for advertisements, websites, social media, brochures, high-quality presentations, films, DVDs, and videos as directed.
5. Prepare mock-ups and finished layouts for the above items as directed.
6. Acquire professional-quality photography and other materials required to execute above items listed in #4.
7. Design, supervise production, and assist with approval process for ready to print artwork for all marketing pieces.
8. Design and supervise production of trade show booths, presentations, DVDs, films, videos, radio spots, and other electronic art and materials.
9. Design direct-mail programs.
10. Develop, design, and conduct special promotions as directed.
11. Initiate and help to manage an advertising response program.
12. Conduct other communications and marketing-related programs and project management services as requested to support a small internal staff.
13. Prepare invoices and billing for all marketing-related activities.
14. Supervise services 1 through 13.

Marketing materials and services for one large-scale special event and one national industry tradeshow as well as advertisements for four entertainment industry sectors are included in Items 1-14 above, but marketing materials and services sought are not limited to these specific tasks.

**Note:** Media buying is not a part of the outlined tasks and services and is, therefore, not to be included in proposals. While production supervision is included in this RFP, physical printing of marketing materials is not included in this RFP and is not to be included in proposals.

**3. Deliverables**

The Contractor shall produce and provide to LED the deliverables and services sought through this agreement as discussed above including but not limited to:

The services sought through this agreement, as discussed above, on a project-by-project basis;

Deliverables-based invoices for payment, describing the services provided on a project-by-project basis.

Invoices are to be based on negotiated hourly rates. Payment will be upon satisfactory completion of tasks/deliverables as determined by LED. The Contractor understands that all materials, files, executables, coding, and designs as it pertains to the production or assistance in the strategic development, creation, and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing tools that establish a consistent visual image of OEID and LED and effectively promote key messages to target audiences as well as assistance in the development of and source identification of promotional items fully owned by LED and must be provided to LED upon request.

## APPENDIX D: PROPOSAL INFORMATION

The following information is required in the proposal:

1. Name of Proposer (if consortium, names of consortium members), with addresses, phone and fax numbers, email addresses, and web addresses, if applicable.
2. Response date.
3. Stipulation that the proposal is valid for a time period of 90 days from the date of submission.
4. Positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer must address the specific language in Section IV and submit whatever exceptions or exact contract modifications that its firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.
5. Statement of ability of firm to meet the objectives of the project, particularly time constraints.
6. Current client list.
7. Description of projects similar to this one, which the proposer has handled in the past or is currently handling, including comments on quality and relevance, particularly to any similarly complex operations.
8. Total number and names of Proposer's employees by function (creative, production, programming, administration, etc.). Include organizational chart.
9. Names of key personnel and brief educational and professional background of each, indicating necessary skills and experience. (Note: LED has final approval of personnel assigned to its account.)
10. Plans for accomplishing the tasks and services identified in **Appendices A, B, C.**  
**Note: A separate plan must be provided for the tasks and services outlined in each appendix (three plans total).** The Proposer should define the methodology and approach to be used with emphasis on the soundness and completeness of the plans, including the techniques to be used for collecting and analyzing information and data, sequencing and relationship of major steps, timeliness of the plans, and methods for implementing the plans. Each plan should outline how it will be integrated with each of the other plans if applicable and demonstrate cohesiveness with the other tasks and services of this RFP. **If use of any subcontractor(s) is anticipated in proposed project plans, the names, addresses, and exact purpose and role of the subcontractor(s) must be outlined.**
11. Description of the Proposer's organizational culture including structure of communication among personnel within Proposer's organization and communication methods and tactics between Proposer and clients. In describing communication, hierarchy and protocol should be explained, listing personnel involved when necessary. An explanation of the Proposer's client account management methods should also be included.

12. Samples (up to four) of what the Proposer considers to be its best website or web page design and development. (**NOTE:** Speculative campaigns will not be considered, and their presentation shall be grounds for disqualification.)
13. Samples (up to four) of what the Proposer considers to be its best print ads. Ads must have actually run; publication name and run date required; maximum one paragraph objective or description optional. Only one copy of each required; Proposer may submit printout of duplicate of ad if submitting more than one copy. (**NOTE:** Speculative campaigns will not be considered, and their presentation shall be grounds for disqualification.)
14. Samples (up to four) of what the Proposer considers to be its best promotional pieces. Pieces must have been produced; distribution vehicle and date required; maximum one paragraph objective or description optional. Only one copy of each required. (**NOTE:** Speculative campaigns will not be considered, and their presentation shall be grounds for disqualification.)
15. Samples (up to four) of electronic marketing work; for example, online ads, widgets, email newsletters, and/or mobile apps. (**NOTE:** Speculative campaigns will not be considered, and their presentation shall be grounds for disqualification.)
16. Description of capabilities/facilities for the production of copy, finished art, graphics, etc.
17. Description of capabilities/facilities for website and mobile application design and development.
18. Cost information (Please see **Appendix E** for a sample cost estimation report.)
  - a. Cost estimations for tasks and services detailed in **Appendix A** must be broken down as follows (refer to **Table F**):
    1. Hourly cost estimate ranges
    2. Annual hourly work estimates
  - b. Cost estimations for tasks and services detailed in **Appendix B** must be broken down as follows (refer to **Table G**):
    1. Hourly cost estimate ranges
    2. Annual hourly work estimates
  - c. Cost estimates for tasks and services detailed in **Appendix C** must be broken down as follows (refer to **Table H**):
    - i. Hourly cost estimates divided among the following tasks:
      - 1) Clerical
      - 2) Client administration
      - 3) Client contact
      - 4) Client planning
      - 5) Computer mechanical
      - 6) Copy writing
      - 7) Creative concept
      - 8) Creative supervision
      - 9) Delivery/runs
      - 10) Design and layout
      - 11) Illustration



- 12) Job supervision / Account executive
- 13) Photography/time
- 14) Production supervision
- 15) Project management
- 16) Strategic direction
- ii. Annual hourly work estimates divided among the following tasks:
  - 1) Clerical
  - 2) Client administration
  - 3) Client contact
  - 4) Client planning
  - 5) Computer mechanical
  - 6) Copy writing
  - 7) Creative concept
  - 8) Creative supervision
  - 9) Delivery/runs
  - 10) Design and layout
  - 11) Illustration
  - 12) Job supervision / Account executive
  - 13) Photography/time
  - 14) Production supervision
  - 15) Project management
  - 16) Strategic direction

(Note: Hourly rates listed in response to the above, Items 18a. and 18b., may be decreased in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.)

- 19.** Administrative information. Provide a completed Certification Statement as shown in **Appendix G**.
- 20.** Brief statement (no more than 200 words) describing why the Proposer feels it should be considered for the LED account.

## APPENDIX E: SAMPLE COST ESTIMATION REPORT

**Table F: Cost Estimation for Tasks and Services in Appendix A – Louisiana Entertainment Website**

Project Role	Hourly Rate Estimate	Estimated Annual Hours	Extended Cost Estimate
	<b>A</b>	<b>* B</b>	<b>= C</b>
Role 1 (Descriptive Title)			
Role 2 (Descriptive Title)			
Role 3 (Descriptive Title)			
Role 4 (Descriptive Title)			
Add additional lines if needed			
<b>TOTAL COST CEILING</b>			

**Table G: Cost Estimation for Tasks and Services in Appendix B – Louisiana Entertainment Mobile Application**

Project Role	Hourly Rate Estimate	Estimated Annual Hours	Extended Cost Estimate
	<b>A</b>	<b>* B</b>	<b>= C</b>
Role 1 (Descriptive Title)			
Role 2 (Descriptive Title)			
Role 3 (Descriptive Title)			
Role 4 (Descriptive Title)			
Add additional lines if needed			
<b>TOTAL COST CEILING</b>			

**Table H: Cost Estimation for Tasks and Services in Appendix C – Marketing Tools and Services**

Project Role	Hourly Rate Estimate	Estimate Annual Hours	Extended Cost Estimate
	<b>A</b>	<b>* B</b>	<b>= C</b>
Clerical			
Client administration			
Client contact			
Client planning			
Copy writing			
Creative concept			
Creative supervision			
Delivery/runs			

Design and layout			
Illustration			
Job supervision/account executive			
Photography/time			
Production supervision			
Project management			
<b>TOTAL COST CEILING</b>			

## **APPENDIX F: CURRENT TECHNICAL ENVIRONMENT**

### **1. Virtual Environment**

Louisiana Economic Development's servers are virtualized.

### **2. Front-End Website Development**

Microsoft Windows 2003, Enterprise Edition, Service Pack 2

My SQL Server 5.1

Cold Fusion and PHP5

Internet Information Services (IIS) Server

### **3. Back-End Website Development**

Microsoft Windows 2003, Enterprise Edition, Service Pack 2

SQL Server 2005

Microsoft Visual Studio 2005

Microsoft .NET Framework

## APPENDIX G: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requires that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of Proposer's signature below;
- (5) Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative DATE

**APPENDIX H: CONSULTING SERVICES CONTRACT  
CONSULTING SERVICES AGREEMENT**

**between  
STATE OF LOUISIANA,  
Department of Economic Development  
and**

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**Be It Known**, that effective as of the 18 day of **April, 2011**, the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3<sup>rd</sup> Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the “**Department**”, “**LED**” or “**State**”), and **Contractor Name**, Address, City, State, Zip, (hereinafter sometimes referred to as “**Contractor**”), have entered into this Consulting Services Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

**I. Scope of Services**

The **Goals** of this contract are for the Contractor to provide assistance to LED including consulting services assistance on an as needed-as requested basis for: a) redevelopment, redesign, new development, enhancement, integration and support for the Office of Entertainment Industry Development’s (herein referred to as OEID or the Office) existing websites (<http://www.LouisianaEntertainment.gov>) including related websites, web applications, and databases; b) new development, enhancement integration and support for a new mobile application for iPhone and Blackberry; c) production or assistance in the strategic development, creation and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing materials. All of this is intended to help the state in seeking out opportunities for the creation of economic growth in Louisiana, will help in the creation of new companies and in the retention of existing businesses for our State, and will help to create new jobs and to retain existing jobs for the citizens of Louisiana.

The **Objectives** of this contract are to create a working relationship with a firm that will work with LED so that the Contractor will provide support to the State and the State will provide support to the Contractor in each of their endeavors to provide assistance for LED in obtaining the goals described above.

And in connection therewith, the Contractor agrees to work with the members of the LED staff, and to furnish all of the following services.

The Scope of Services required of the Contractor will include the following:

The Contractor shall provide Louisiana Economic Development (LED) with consulting service assistance on an as needed-as requested basis for: a) redevelopment, redesign, new development, enhancement, integration and support for the Louisiana Entertainment websites; b) new development, enhancement integration and support for a new mobile application for iPhone and Blackberry; c) production or assistance in the strategic development, creation and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing materials, including but not limited to:

- a) **Louisiana Entertainment Website:**
  - i. redevelopment, redesign, new development, enhancement, integration, and

support for OEID's existing websites including related websites, web applications, and databases. Specifically, the websites must be developed using PHP, CSS, and other programming deemed necessary by the Proposer and approved by the RFP Coordinator. Redevelopment, redesign, new development, enhancement, integration, and support work should exceed industry standards in five areas of focus: presentation, experience, assistance, usage, and back-end functionality.

**b) Louisiana Entertainment Mobile Application:**

- i. new development, enhancement, integration, and support for a new mobile application for iPhone and Blackberry. The mobile application should meet industry standards in five areas of focus: presentation, experience, assistance, usage, and back-end functionality;

**c) Marketing Tools and Services:**

- i. production or assistance in the strategic development, creation, and production of print, audiovisual, trade graphics and displays, radio, video/DVD, web and electronic marketing materials that establish a consistent visual image of OEID and LED and effectively promote key messages to target audiences as well as assistance in the development of and source identification of promotional items.

## **Tasks and Services**

The Contractor shall provide development, enhancement, integration, and support according to the following:

**a) Louisiana Entertainment Website:**

**1. Presentation**

- a) Aesthetics – Featuring a visually aesthetic and dynamic layout, color scheme, graphical elements, and fonts while adhering to the visual identity and brand standards of OEID and LED.
- b) Message – Clearly convey the Office's mission and the key points and messages of each sector.
- c) Navigation – Facilitating easy navigation to various areas and elements of the sites. Following a logical and intuitive flow of information.
- d) Organization – Presenting information on the sites in an organized and coherent manner.
- e) Compatibility – Loading well on all browsers and smartphones without sacrificing quality or significantly diminishing another attributed listed above or below.
- f) Reliability – Ensuring information displays correctly and navigational and other integral links work properly.

**2. Experience**

- a) Image – Capturing the image of the Office, entertainment industry, and the industry's related markets.
- b) Sensory Experience – Offering a multimedia experience.
- c) Interactivity – Providing interaction opportunities on sites, with external sites, and with third-party applications.
- d) Quality of Information – Displaying in a meaningful way the most valuable and relevant information to users.
- e) Maintenance – Allowing for regular sites updates and content additions by OEID staff. Also see Item 5 below.

**3. Assistance**

- a) User service/assistance – Providing customer service capabilities on the

- websites.
- b) Information Filtering – Featuring search capabilities.
- c) Transferability of Information – Allowing easy export of information in relevant and compatible formats.
- 4. Usage
  - a) Overall – Generating aspects of the site relevant and applicable to Louisiana Entertainment as a whole.
  - b) Sector-specific – Tailoring information and features to each entertainment sector – film, music, interactive, live.
  - c) Market-specific – Ensuring that each target market’s\* needs are met.

\*Target markets are identified as follows, but are not limited to: (1) industry professionals interested in entertainment incentives, (2) entertainment crew and entertainment-related or affiliated crew and services, (3) economic or business developers, (4) Louisiana locals seeking involvement in the entertainment industry in a role other than that listed in Item 1, 2, 3, or 5, and (5) general public.
- 5. Back-end Functionality
  - a) Content Management System
    - i. Moderation – Ensuring site monitoring and moderation is easy to perform by OEID staff.
    - ii. Exportability – Providing the ability to export data easily in a relevant and useful format.
    - iii. Data entry, autoformatting – Ensuring content (text and other media) entry and formatting is easy and intuitive.
    - iv. Navigation – Ensuring easy and intuitive navigation of CMS.
    - v. Supported Formats – Ensuring the site supports multiple media formats for visual and audio components.
    - vi. Flexibility – Ensuring flexibility in manipulating the sites’ appearance, layout, content, and integration.
    - vii. Ease – Ensuring general and overall ease of use of the CMS.
    - viii. Convenience – Ensuring general and overall use of the CMS is convenient and not tedious.
    - ix. Database Capabilities – Providing for in-house database capabilities, including field or data alterations.
    - x. Search and filter features – Featuring ability to sort information and data easily and effectively to generate ad hoc reports.
  - b) Search Engine Optimization (SEO) – Ensuring the sites follow best practices for SEO and have the capability to be altered in ways aligned with SEO standards.
  - c) Integration
    - i. Internal integration – Transferring and formatting all applicable and relevant content from current websites to fit the redeveloped websites. Integration should be organized, utilize archiving techniques, and ensure easy accessibility of content. Must be familiar with Cold Fusion, SQL, PHP, and Expression Engine.
    - ii. External integration - Providing for seamless integration of other sites including, but not limited to, social media sites, online application system, directories, and other relevant sites.
  - d) Training
    - i. Providing in-person training to LED staff regarding performance of all functions of websites’ maintenance, content management, and basic



- layout modifications.
    - ii. Producing a written manual with directions for performing basic and popular (requiring regular updates) content management tasks.
  - e) Support
    - i. The Contractor will provide 24-hour support for the websites and related systems seven days a week during the contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours.  
**Note: Contractor must ensure designated OEID staff can perform any and all changes to the website within reason.**
    - ii. The website is currently housed on dedicated servers owned and maintained by LED. The successful Contractor can develop and test on an external, secure test server. **Note: The final products must be deployed to the LED servers.**
- b) **Louisiana Entertainment Mobile Application:**
  - 1. Presentation
    - a) Aesthetics – Featuring a visually aesthetic and dynamic layout, color scheme, graphical elements, and fonts while adhering to the visual identity and brand standards of OEID and LED.
    - b) Message – Clearly convey the Office’s mission and the key points and messages of each sector.
    - c) Navigation – Facilitating easy navigation to various areas and elements of the app. Following a logical and intuitive flow of information.
    - d) Organization – Presenting information in an organized and coherent manner.
    - e) Compatibility – Loading well on iPhone and Blackberry without sacrificing quality or significantly diminishing another attributed listed above or below.
    - f) Reliability – Ensuring information displays correctly and navigational and other integral links work properly.
  - 2. Experience
    - a) Image – Capturing the image of the Office, entertainment industry, and the industry’s related markets.
    - b) Sensory Experience – Offering a multimedia experience.
    - c) Interactivity – Providing interaction opportunities with app, with external sites, and with third-party applications.
    - d) Quality of Information – Displaying in a meaningful way the most valuable and relevant information to users.
    - e) Maintenance – Allowing for regular app updates and content additions.
  - 3. Assistance
    - a) User service/assistance – Providing easy “Contact Us” features.
    - b) Transferability of Information – Allowing easy export of information in relevant and compatible formats for specified mobile devices.
  - 4. Usage
    - a) Overall – Generating aspects of the app which are relevant and applicable to Louisiana Entertainment as a whole.
    - b) Sector-specific – Tailoring information and features to each entertainment sector – film, music, interactive, live.
    - c) Market-specific – Ensuring that each target market’s needs are met. (OEID will identify markets.)
  - 5. Back-end Functionality
    - a) Content Management System or other applicable back-end interface

- i. Moderation – Ensuring app monitoring and moderation is easy to perform.
    - ii. Exportability – Providing the ability to export data easily in a relevant and useful format.
    - iii. Data entry, autoformatting – Ensuring content (text and other media) entry and formatting is easy and intuitive.
    - iv. Navigation – Ensuring easy and intuitive navigation of interface.
    - v. Supported Formats – Ensuring the app supports multiple media formats for visual and audio components.
    - vi. Flexibility – Ensuring flexibility in manipulating the app’s appearance, layout, content, integration.
    - vii. Ease – Ensuring general and overall ease of use of the interface.
    - viii. Convenience – Ensuring general and overall use of the interface is convenient and not tedious.
    - ix. Database Capabilities – Providing for in-house capture and manipulation of data.
    - x. Search and filter features – Featuring ability to sort information and data easily and effectively to generate ad hoc reports.
  - b) Integration - Providing for seamless integration of app and app data and information with redeveloped and redesigned websites (see **Appendix A**) and for seamless integration of other sites including, but not limited to, social media sites, online application system, directories, and other relevant sites with the app.
  - c) Training
    - i. Providing in-person training to LED staff regarding performance of all functions of app maintenance, content management, and basic layout modifications.
    - ii. Producing a written manual with directions for performing basic and popular (requiring regular updates) content management tasks.
  - d) Support – The Contractor will provide 24-hour support for the mobile application and related systems seven days a week during the contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours.
- Note: Contractor must ensure designated OEID staff can perform any and all changes to the app within reason.

c) **Marketing Tools and Services:**

- 1. Analyze the marketing needs of OEID.
- 2. Prepare an image and advertising plan.
- 3. Develop concepts, themes, layouts, messaging, and copy for print, web, and broadcast ads.
- 4. Prepare finished copy for advertisements, websites, social media, brochures, high-quality presentations, films, DVDs, and videos as directed.
- 5. Prepare mock-ups and finished layouts for the above items as directed.
- 6. Acquire professional-quality photography and other materials required to executive above items listed in #4.
- 7. Design, supervise production, and assist with approval process for ready to print artwork for all marketing pieces.
- 8. Design and supervise production of trade show booths, presentations, DVDs,

- films, videos, radio spots, and other electronic art and materials.
9. Design direct-mail programs.
  10. Develop, design, and conduct special promotions as directed.
  11. Initiate and help to manage an advertising response program.
  12. Conduct other communications and marketing-related programs and project management services as requested to support a small internal staff.
  13. Prepare invoices and billing for all marketing-related activities.
  14. Supervise services 1 through 13.

Marketing materials and services for one large-scale special event and one national industry tradeshow as well as advertisements for four entertainment industry sectors are included in Items 1-14 above, but marketing materials and services sought are not limited to these specific tasks.

### **Functional Requirements**

The Contractor will provide redevelopment, new development, redesign, enhancement, integration, and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

### **Technical Requirements**

Redevelopment, redesign, new development, enhancement, and integration, should include, but not be limited to:

- a) Providing well-tested, production-ready, and working LouisianaEntertainment.gov websites, related websites, web applications, and databases;
- b) Providing well-tested, production-ready, and working mobile application;
- c) Providing all requirements documentation;
- d) Ensuring the systems' continued functionality is appropriate for changing technology.

The Contractor shall maintain LED department and technical standards in all work performed for the State.

All such services shall be performed by the Contractor in accordance with the Contractor's Proposal in response to the LED's Request for Proposals for such services. LED shall have final approval of Contractor's personnel assigned to the performance of services for this project and this agreement. Contractor hereby agrees that personnel assigned to the performance of services for this project and this agreement as shown in the Contractor's Proposal in response to the LED's Request for Proposals (RFP), and as may be approved by LED from time to time, will not be removed from performance under this agreement without the prior approval of LED.

## **II. Deliverables**

The Contractor shall produce and provide to LED:

- (a) The services sought through this agreement, on an as needed, as requested basis discussed above; and
  - a. **Louisiana Entertainment Website:**
    - i. Design and layout of websites, subject to OEID approval;
    - ii. Reworking of existing elements of film website deemed appropriate to keep by OEID;
    - iii. Reworking of existing elements of interactive, music, and live

- websites deemed appropriate to keep by OEID;
  - iv. Creation of new elements of film website;
  - v. Creation of new elements of interactive website;
  - vi. Creation of new elements of music website;
  - vii. Creation of new elements of live website;
  - viii. Access to Content Management System throughout entire enhancement and development phase;
  - ix. Training of LED staff; and
  - x. Support
  - b. **Louisiana Entertainment Mobile Application:**
    - i. Design and layout of mobile application subject to OEID approval;
    - ii. Reworking of existing elements of websites if deemed applicable by Contractor and approved by OEID;
    - iii. Creation of new elements of mobile application;
    - iv. Access to Content Management System throughout entire enhancement and development phase;
    - v. Training of LED staff; and
    - vi. Support.
  - c. **Marketing Tools and Services:**
    - i. The services sought through this agreement on a project-by-project basis.
- (b) Deliverables based invoices for payment, briefly describing the services provided and for Marketing Tools and Services, describing the services provided on a project-by-project basis.

Contractor's support shall include, but is not limited to, all planning, proposing development, enhancement, and deployment strategies, compiling lists of errors, and correcting known bugs/errors.

Contractor's support shall also include the transfer of skills and knowledge in both verbal and written form to LED staff.

The Contractor understands that all materials, files, executables, coding, databases and designs as it pertains to the redevelopment, redesign, new development, enhancement, integration, and support of existing websites (<http://www.LouisianaEntertainment.gov>) including related websites, web applications, and databases is fully owned by LED and must be provided to LED.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

### **III. LED's Contract Monitor**

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

### **IV. Performance Measures**

Performance Measures for this contract shall include the Contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals and objectives of this agreement, including the transfer of skills and knowledge in both verbal and written form to LED staff.

## **V. Monitoring Plan**

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with the Contractor its plans for its performance of the duties and services; and shall continually review and analyze Contractor's performance of services pursuant to this agreement, as well as Contractor's Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor. The Contract Monitor shall also:

- A. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
- B. Assure that items or payments requested in Contractor's Invoice are in compliance with this agreement;
- C. Coordinate with LED's fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
- D. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

## **VI. Budgeted Amount / Maximum Fee / Contract Cost**

The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED of the project contemplated by this agreement shall not exceed to total sum of **XX DOLLARS**, which sum shall be inclusive of all fees, costs and any reimbursable expenses (including travel expenses, if any) to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this contract shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Any payments/reimbursements which may be due under this agreement will be allowed only for charges/expenditures occurring between and including the dates of April 18, 2011, and April 17, 2012, and this project and all of the Contractor's services shall be completed by that date, unless the term of this contract is extended as hereinafter provided.

## **VII. Payment Terms**

Contractor shall be compensated for its services, as follows:

In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payment of the sum stated above shall be made to the Contractor by LED, on a project-by-project basis after the Contractor's services have been provided and completed and after the receipt from the Contractor

and approval by LED of the Contractor's invoices requesting payment, including a summary description or brief recap of the Contractor's services provided and included in the Invoice pursuant to and in fulfillment of the goals and objectives of this agreement; and the Contractor's submission of each such Invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the Invoice have been fully performed and completed justifying the requested payment. All original documentation supporting the Invoice shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated.

Travel expenses incurred by Contractor's personnel on behalf of LED, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses and their reimbursement are included in the approved budgeted amount or maximum fee, such travel expenses are approved by LED, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED and attached to Contractor's monthly Invoices for reimbursement.

#### **VIII. Contract Term / LED's Extension Option**

This contract shall begin as of April 18, 2011; and this project and all of the Contractor's services hereunder shall be completed by April 17, 2012, and this contract shall terminate on that date, unless amended and extended in writing and approved by all parties, including the Director of the State's Office of Contractual Review.

LED shall have the option to renew or extend the term of this agreement for up to two (2) additional years; which option may be exercised by LED either by renewing or extending this agreement for a two (2) year term, or for one (1) year only, and then if LED elects to do so, it may be again extended for another year.

#### **IX. Tax Liability**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number: \_\_\_\_\_.

#### **X. Termination for Convenience**

Either party may terminate this contract at any time by giving thirty (30) days written notice. The State may amend this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

#### **XI. Termination for Cause**

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**XII. Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

**XIII. Ownership of Materials**

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract. All records, reports, documents, or other materials related to this contract and/or obtained, prepared or produced by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be provided or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this contract.

**XIV. Assignment of Interest**

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

**XV. Audits and Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all records and accounts of the Contractor that relate to this contract, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

**XVI. Fiscal Funding (applies to multi-year contracts only)**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**XVII. Public Liability**

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend

any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**XVIII. State Liability**

The State's liability under this agreement shall be limited to the dollar amount of the agreed compensation, budgeted amount or maximum fee shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

**XIX. Headings**

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purposes of this contract, are solely for the ease of reference.

**XX. Agreement Approval**

This agreement shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of Contractual Review.

**XXI. Notice of Insufficiency**

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

**XXII. Choice of Law; Conflicts of Interest; Code of Ethics**

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the 19<sup>th</sup> Judicial District Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for LED, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this agreement.

**XXIII. Entire Agreement; Order of Precedence**

This contract, together with the "Request for Proposal" ("RFP") and addenda issued thereto by LED, the Proposal submitted by the Contractor in response to LED's RFP, as well as any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this contract.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP, the addenda, and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP and the addenda, and then by the terms of the Contractor's Proposal.



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**IN WITNESS WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at \_\_\_\_\_, \_\_\_\_\_, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

_____	_____
Signature	Contractor
_____	
Printed Name	By: _____
_____	Signature _____ (Date) _____
Signature	Printed Name: _____
_____	Title: _____
Printed Name	

**IN WITNESS WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

_____	<b>LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT</b>
Signature	
_____	
Printed Name	
_____	By: _____
Signature	Signature _____ (Date) _____
_____	Printed Name: Kristy G. McKearn,
Printed Name	Title: UnderSecretary
_____	
Signature	
Printed Name: Sherri McConnell	
<b>LED Contract Monitor</b>	